IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO. 1312 OF 2005
IN
SUMMONS FOR JUDGMENT NO. 826 OF 2001
IN
SUMMARY SUIT NO. 2000 OF 2001

Praful Vora ... PLAINTIFF

V/s.

Sil Verchem Industries & Ors. ... DEFENDANTS

Mr. A.M. Vernekar for the plaintiff.
Mr. Girish Kedia for defendant Nos. 1,2 & 4.

CORAM : ANOOP V. MOHTA, J.
DATED : 17th March, 2006

P.C.

. Heard.

2. By this Notice of Motion defendants raised contention of delay in taking out this Notice of Motion to set-aside an Ex-parte order dated 3rd February, 2003 passed in Summons for Judgment No. 826 of 2001 in Summary Suit No. 2000 of 2001.

3. Considering the averments made in the affidavit in support of Notice of Motion and as such there is no denial to this averments, I am of the view that a case has been made out by the plaintiff to condone the delay and to set aside Ex-parte order dated 3rd February, 2003 in question.

4. However, the basic fact that being a money decree, I am of the view that the defendant Nos. 1,2 & 4 need to deposit lump-sum money Rs. 11,00,000/- (Rupees Eleven Lacs) which definitely includes Rs. 9,39,295=16 the principal amount on the date of filing of this suit. This amount would be deposited in the Court within four weeks from the receipt of the order. This is condition precedent, failing which this Notice of Motion itself stands dismissed. If the said amount is deposited in the Court, the plaintiff is entitled to withdraw the same subject to security to the satisfaction of Prothonotory and Senior Master. If the amount is deposited then the Summons for Judgment will be considered on its merit.

5. In view of this, the Notice of Motion is disposed of.

[ANOOP V. MOHTA, J.]